UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 OR 15(d)
of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): September 11, 2026

HUB GROUP, INC.
(Exact name of registrant as specified in its charter)

Delaware	0-27754	36-4007085
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

2001 Hub Group Way
Oak Brook, Illinois **60523**
(Address of principal executive offices) **(Zip Code)**

Registrant's telephone number, including area code: (630) 271-3600

NOT APPLICABLE
(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A Common Stock	HUBG	NASDAQ

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01. Entry into a Material Definitive Agreement.

On September 11, 2026, Hub Group, Inc. (the "Company") entered into a Third Amendment to Credit Agreement (the "Amendment"), which amended that certain Credit Agreement, dated as of June 20, 2025 (the "Credit Agreement"), among the Company, the guarantors party thereto, the lenders party thereto and Bank of Montreal, as administrative agent. Pursuant to the Amendment, (i) the deadline for the Company to deliver its unaudited financial statements for the quarters ended March 31, 2026, June 30, 2026 and September 30, 2026 and its audited financial statements for the year ended December 31, 2025 was extended to November 30, 2026, and (ii) the definition of "EBITDA" (as defined in the Credit Agreement) was amended to include an add-back for expenses incurred on or prior to December 31, 2026 in connection with the events and circumstances disclosed in the Company's Current Reports on Form 8-K filed with the Securities and Exchange Commission on February 5, 2026 and May 12, 2026 or otherwise related to the Company's restatement of its financial statements for the years ended December 31, 2024 and 2023.

The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the Amendment, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 2.02. Results of Operations and Financial Condition.

On September 14, 2026, the Company issued a press release announcing, among other things, certain preliminary results for the first and second quarter of 2026. The press release is furnished as Exhibit 99.1 to this Current Report on Form 8-K, and the preliminary results contained therein for such quarters are incorporated herein by reference.

The information furnished in Item 2.02 of this Current Report on Form 8-K and Exhibit 99.1 attached hereto shall not be deemed to be filed for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to liabilities of that Section or Sections 11 and 12(a)(2) of the Securities Act of 1933, as amended (the "Securities Act"), and shall not be deemed to be incorporated by reference into any registration statement or other document filed pursuant to the Securities Act.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Appointment of Chief Executive Officer

On September 13, 2026, the Board of Directors (the "Board") of the Company appointed David P. Yeager as Chairman and Chief Executive Officer of the Company, effective immediately. Mr. David Yeager, age 73, served as Executive Chairman from January 2023 until his current appointment and previously served as Chief Executive Officer from March 1995 to December 2022. Phillip D. Yeager will continue to serve as President and Vice Chairman of the Company.

Mr. David Yeager is the father of Mr. Phillip Yeager. Matthew Yeager, the son of Mr. David Yeager, is an employee of the Company and currently serves as Executive Vice President, Procurement. Mr. Matthew Yeager's base salary was $375,000 for 2025 and is $386,250 for 2026. He received restricted stock awards having a grant date fair value of $300,003 and $300,020 in 2025 and 2026, respectively, and, for the year ended December 31, 2025, received other benefits in the ordinary course totaling $10,750. Additionally, in July 2026, Mr. Matthew Yeager received a cash retention payment in the amount of $54,075.

There are no arrangements or understandings between Mr. David Yeager and any other person pursuant to which Mr. David Yeager was appointed to serve as Chief Executive Officer of the Company.

Appointment of Chief Financial Officer-Elect

On September 13, 2026, the Board appointed Patrick O'Donnell as Chief Financial Officer and Treasurer of the Company, effective following the filing of the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2025 (the "Effective Date"). Prior to the Effective Date, Todd Heeter will continue to serve as Chief Financial Officer and Treasurer of the Company, and Mr. O'Donnell will serve as a non-executive employee of the Company.

In connection with his appointment, the Company and Mr. O'Donnell entered into an offer letter, dated September 14, 2026 (the "Offer Letter"). The Offer Letter provides that Mr. O'Donnell will receive an annual salary of $650,000 and a performance-based target bonus equal to 80% of his annual salary, pro-rated for his first year of employment. After assuming the role of Chief Financial Officer, Mr. O'Donnell will receive a one-time grant of restricted stock with an approximate value of $1,300,000 that vests ratably, once per year, over a three-year period. In addition, on or about January 2, 2027, Mr. O'Donnell will be eligible to receive an annual long-term incentive award with a total target value of approximately $1,000,000, fifty percent (50%) of which will consist of time-based restricted stock that vests ratably, once per year, over a five-year period, with the remaining fifty percent (50%) consisting of performance based restricted stock vesting on the third anniversary of the grant date subject to the Company's achievement of one or more performance metrics established by the Compensation Committee over a three-year performance period. Each of the grants is subject to the terms of the Company's long-term incentive plan, including Mr. O'Donnell's continued employment with the Company.

The foregoing description of the Offer Letter does not purport to be complete and is qualified in its entirety by reference to the full text of the Offer Letter, a copy of which is filed as Exhibit 10.2 to this Current Report on Form 8-K and is incorporated herein by reference.

Mr. O'Donnell, age 47, served as Executive Vice President, Chief Financial Officer of TreeHouse Foods, Inc., a private brands snacking and beverage manufacturer ("TreeHouse"), from April 2023 to February 2026. Prior to that, Mr. O'Donnell held various leadership roles within the finance department at TreeHouse, including as Chief Accounting Officer from June 2022 to April 2023, Vice President and Corporate Controller from April 2020 to June 2022 and Head of Corporate FP&A from March 2019 to April 2020. Prior to joining TreeHouse, Mr. O'Donnell spent over 14 years at PricewaterhouseCoopers in roles across the audit and assurance division. He holds a bachelor's degree in accounting from Marquette University.

Mr. O'Donnell does not have any family relationships with any director, executive officer or person nominated or chosen by the Company to become a director or executive officer of the Company. The Company is not aware of any related party transactions or relationships between Mr. O'Donnell and the Company that would require disclosure under Item 404(a) of Regulation S-K. There are no arrangements or understandings between Mr. O'Donnell and any other person pursuant to which Mr. O'Donnell was appointed as an officer of the Company.

Amendment to Interim CFO Consulting Agreement

On September 14, 2026, the Company entered into a letter agreement (the "Letter Agreement"), which amends the Consulting Agreement, dated as of May 27, 2026 (the "Consulting Agreement"), with The Heeter Group, LLC (the "Consultant") and Todd Heeter pursuant to which Mr. Heeter is providing services to the Company as interim Chief Financial Officer and Treasurer. The Letter Agreement extends the term ("Term") of the Consulting Agreement to April 30, 2027 and, effective December 1, 2026, increases the monthly cash consulting fee payable to Consultant thereunder to $175,000.

Additionally, the Letter Agreement provides that the Consultant will be entitled to receive a cash retention bonus of $1,250,000, payable after the Company files its Annual Report on Form 10-K for the year ended December 31, 2025 (the "2025 Form 10-K"), provided that, except as set forth therein, the 2025 Form 10-K is filed on or before December 31, 2026 and Mr. Heeter, in his capacity as interim Chief Financial Officer, continues to provide services to the Company through the filing date of the 2025 Form 10-K and has executed any required representations, certifications, acknowledgements or similar documents in connection with the filing of the 2025 Form 10-K. The Letter Agreement further provides that, except as set forth therein, if, before the end of the Term, (i) the Company terminates the Consultant's services other than for "Cause" (as defined in the Consulting Agreement) or (ii) the 2025 Form 10-K and the Company's Quarterly Reports on Form 10-Q for the quarters ended March 31, 2026 and June 30, 2026 are filed on or before December 31, 2026 and the Consultant voluntarily terminates the Consultant's services at any time after such reports have been filed (whether such termination occurs before or after December 31, 2026), the Consultant will be entitled to a cash termination payment in an amount equal to the sum of $175,000 for each full calendar month remaining in the Term, plus a pro-rata portion of the $175,000 monthly consulting fee for the calendar month in which any such termination occurs.

The Letter Agreement requires the Company to provide the Consultant and Mr. Heeter with certain indemnification and insurance coverage and also requires the Company to reimburse the Consultant's and Mr. Heeter's attorney fees and related costs and expenses, up to a maximum of $45,000, in connection with the negotiation and finalization of the Consulting Agreement and the Letter Agreement.

The foregoing description of the Letter Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Letter Agreement, a copy of which is filed as Exhibit 10.3 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 7.01. Regulation FD Disclosure.

On September 14, 2026, the Company issued a press release announcing the executive officer changes described in Item 5.02 of this Current Report on Form 8-K. The press release is furnished as Exhibit 99.2 to this Current Report on Form 8-K and is incorporated herein by reference.

The information furnished in Item 7.01 of this Current Report on Form 8-K and Exhibit 99.2 attached hereto shall not be deemed to be filed for the purposes of Section 18 of the Exchange Act or otherwise subject to liabilities of that Section or Sections 11 and 12(a)(2) of the Securities Act and shall not be deemed to be incorporated by reference into any registration statement or other document filed pursuant to the Securities Act.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1	Third Amendment to Credit Agreement, dated as of September 11, 2026, among the Company, the guarantors signatory thereto, the required lenders signatory thereto and Bank of Montreal, as administrative agent.
10.2	Offer Letter, dated September 14, 2026.
10.3	Letter Agreement, dated as of September 14, 2026, amending that certain Consulting Agreement, dated as of May 27, 2026, by and among The Heeter Group, LLC, Todd Heeter and Hub Group, Inc.
99.1	Press release (including certain preliminary financial results) issued on September 14, 2026.
99.2	Press release (announcing certain leadership changes) issued on September 14, 2026.
104	The cover page from this Current Report on Form 8-K, formatted in Inline XBRL.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Hub Group, Inc.

Date: September 15, 2026

By:	/s/ Eric A. Braun
Name:	Eric A. Braun
Title:	Executive Vice President, Chief Legal Officer and Corporate Secretary

Exhibit 10.1

EXECUTION VERSION

THIRD AMENDMENT TO CREDIT AGREEMENT

This THIRD AMENDMENT TO CREDIT AGREEMENT (this *"Amendment"*) is entered into as of September 11, 2026 among HUB GROUP, INC., a Delaware corporation (the *"Borrower"*), the Guarantors signatory hereto, the Required Lenders signatory hereto, and BANK OF MONTREAL, a Canadian chartered bank acting through its Chicago branch (*"Administrative Agent"*), as Administrative Agent, Swingline Lender and a L/C Issuer as provided herein.

PRELIMINARY STATEMENTS

A. The Borrower, the Guarantors party thereto, the Lenders party thereto and the Administrative Agent, Swingline Lender and L/C Issuer entered into that certain Credit Agreement, dated as of June 20, 2025 (as amended by that certain First Amendment to Credit Agreement and Waiver, dated as of March 23, 2026 (the *"First Amendment"*) and that certain Second Amendment to Credit Agreement and Waiver, dated as of June 12, 2026 (the *"Second Amendment"*), and as may be further amended, restated, supplemented or otherwise modified, the *"Credit Agreement"*). All capitalized terms used herein without definition shall have the same meanings herein as such terms have in the Credit Agreement, the First Amendment and the Second Amendment, as applicable.

B. The Borrower has requested that the Required Lenders agree that (i) the required delivery date under Section 8.4(a) of the Credit Agreement for the quarterly unaudited financial statements for the fiscal quarters ended March 31, 2026, June 30, 2026, and September 30, 2026 be amended to require delivery thereof by November 30, 2026 and (ii) the required delivery date under Section 8.4(b) of the Credit Agreement for the annual audited financial statements for the annual accounting period of the Borrower ending December 31, 2025 be amended to require delivery thereof by November 30, 2026 (collectively, the *"Extended Financial Statements Delivery Dates"*).

C. The Borrower has notified the Administrative Agent and the Lenders that it has paid or anticipates paying costs, fees and expenses arising out of and in connection with matters related to the 8-K Disclosures, the May 8-K Disclosures and the Restated Financial Statements (collectively, the *"One-Time Expenses"*).

D. The Borrower has requested that the Required Lenders consent to, and the Required Lenders will so consent on the terms of this Amendment to, (i) the Extended Financial Statements Delivery Dates and (ii) an add-back to EBITDA of cash charges for the One-Time Expenses but solely to the extent such One-Time Expenses are incurred in the calendar year 2026.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. AMENDMENTS TO CREDIT AGREEMENT.

Subject to the satisfaction of the conditions precedent set forth in Section 2 below, the Credit Agreement shall be and hereby is amended as follows:

1.1. Section 1.1 of the Credit Agreement shall be and hereby is amended to insert a definition of "2026 Expenses" therein in proper alphabetical order to read as follows:

"*2026 Expenses*" means costs, fees, and expenses incurred in connection with or arising out of matters related to the circumstances and events described in the 8-K Disclosures, the May 8-K Disclosures or otherwise related to the Restated Financial Statements.

1.2. Section 1.1 of the Credit Agreement shall be and hereby is further amended to amend and restate in its entirety the definition of "EBITDA" set forth therein to read as follows:

"EBITDA" means, with reference to any four-fiscal quarter period (the "*Test Period*"), Net Income for the Test Period plus all amounts deducted in arriving at such Net Income amount in respect of (without duplication) (i) Interest Expense for such Test Period, *plus* (ii) taxes (including federal, state and local income taxes) of the Hub Group for such Test Period, *plus* (iii) all amounts properly charged for depreciation, amortization during such Test Period on the books of the Hub Group, *plus* (iv) adjustments for non-cash stock-based compensation, *plus* (v) non-cash charges (except to the extent such non-cash charges are reserved for cash charges to be taken in the future), *plus* (vi) for cash charges for transaction fees, costs and expenses relating to the closing of this Agreement, Permitted Acquisitions, and dispositions of Property permitted by Section 8.8(b), *plus* (vii) the 2026 Expenses incurred on or prior to December 31, 2026, *plus* (viii) add backs consented to by the Administrative Agent so long as such addbacks do not account for more than 10% of EBITDA, *plus* (ix) add-backs that (1) are factually supportable and made in accordance with Regulation S-X under the Securities Act of 1933 or (2) represent demonstrable cost-savings and operating expense reductions that relate to Permitted Acquisitions or dispositions of assets or are reasonably anticipated by the Borrower to be achieved in connection with such Permitted Acquisition or disposition within the 12-month period following the consummation thereof, which the Borrower determines in good faith are reasonable and which are so set forth in a certificate of a financial officer of the Borrower delivered to the Administrative Agent, *provided* that amounts added back pursuant to this subclause (2) shall be permitted only to the extent the aggregate additions under subclauses (1) and (2) for such period do not exceed 10% of the amount which could have been included in EBITDA in the absence of the adjustment under this clause (ix). EBITDA shall be calculated on a *pro forma* basis to give effect to any Permitted Acquisition consummated at any time on or after the first day of a Test Period thereof as if each such Permitted Acquisition had been effected on the first day of such Test Period, including cash and non-cash adjustments (including transaction fees and expenses).

1.3. Section 8.4(a) of the Credit Agreement shall be and hereby is amended and restated in its entirety to read as follows:

(a) as soon as available, and in any event within 45 days after the close of the first three fiscal quarters of each fiscal year of the Borrower (or, in the case of the fiscal quarters ending March 31, 2026, June 30, 2026 and September 30, 2026, on or before November 30, 2026), a copy of the consolidated balance sheet of the Hub Group as of the last of such period and the consolidated statements of income, retained earnings and cash flows of the Hub Group for the quarter and the fiscal year-to-date period then ended, each in reasonable detail showing in comparative form the figures for the corresponding date and period in the previous fiscal year, prepared by the Borrower in accordance with GAAP and certified by its president or chief financial officer;

1.4. Section 8.4(b) of the Credit Agreement shall be and hereby is amended and restated in its entirety to read as follows:

(b) as soon as available, and in any event within 90 days after the close of each annual accounting period of the Borrower (or on or before November 30, 2026 with respect to the annual accounting period of the Borrower ending December 31, 2025), a copy of the consolidated balance sheet of the Hub Group as of the close of such period and the consolidated statements of income, retained earnings and cash flows of the Hub Group for such period, and accompanying notes thereto, each in reasonable detail showing in comparative form the figures for the previous fiscal year, accompanied by an audit report thereon of Ernst & Young LLP or another firm of independent public accountants of recognized national standing, to the effect that the consolidated financial statements have been prepared in accordance with GAAP and present fairly in all material respects in accordance with GAAP the consolidated financial condition of the Hub Group as of the close of such fiscal year and the results of its operations and cash flows for the fiscal year then ended and that an examination of such accounts in connection with such consolidated financial statements has been made in accordance with generally accepted auditing standards and, accordingly, such examination included such tests of the accounting records and such other auditing procedures as were considered necessary in the circumstances;

SECTION 2. CONDITIONS PRECEDENT.

The effectiveness of this Amendment is subject to receipt by the Administrative Agent of a fully executed copy of this Amendment by the Borrower, the Guarantors, the Administrative Agent and the Required Lenders.

SECTION 3. REPRESENTATIONS.

In order to induce the Administrative Agent and Required Lenders to execute and deliver this Amendment, the Borrower hereby represents and warrants to the Administrative Agent and the Lenders as of the date hereof that, after giving effect to this Amendment and subject to the 8-K Disclosures and the May 8-K Disclosures (a) the representations and warranties set forth in Section 6 of the Credit Agreement and in the other Loan Documents are and shall be and remain true and correct in all material respects, except to the extent the same expressly relate to an earlier date, in which case they shall be true and correct in all material respects (where not already qualified by materiality, otherwise in all respects) as of such earlier date and (b) no Default or Event of Default has occurred and is continuing under the Credit Agreement or shall result after giving effect to this Amendment.

SECTION 4. MISCELLANEOUS.

4.1. Except as specifically amended herein, the Credit Agreement, including, without limitation, the Guarantees set forth in Section 12 thereof, shall continue in full force and effect in accordance with their respective original terms. Reference to this specific Amendment need not be made in the Credit Agreement, the Note, or any other instrument or document executed in connection therewith, or in any certificate, letter or communication issued or made pursuant to or with respect to the Credit Agreement, any reference in any of such items to the Credit Agreement being sufficient to refer to the Credit Agreement as amended hereby. This Amendment is a Loan Document.

4.2. Pursuant to Section 13.4 of the Credit Agreement, the Borrower agrees to pay promptly following written demand all reasonable and documented out-of-pocket costs and expenses of or incurred by the Administrative Agent in connection with the negotiation, preparation, execution and delivery of this Amendment.

4.3. This Amendment may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Amendment by facsimile or in electronic (e.g., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Amendment. The words “execution,” “signed,” “signature,” and words of like import in this Amendment shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the Illinois State Electronic Commerce Security Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

4.4. The provisions of Sections 13.17 and 13.18 of the Credit Agreement are incorporated herein *mutatis mutandis*.

[SIGNATURE PAGE FOLLOWS.]

This THIRD AMENDMENT TO CREDIT AGREEMENT is entered into as of the date and year first above written.

"Borrower"

HUB GROUP, INC.

By /s/ Todd Heeter

Name: Todd Heeter

Title: Chief Financial Officer

"Guarantors"

HUB CITY TERMINALS, LLC

By /s/ Todd Heeter
Name: Todd Heeter
Title: Chief Financial Officer

HUB GROUP TRUCKING, LLC

By /s/ Todd Heeter
Name: Todd Heeter
Title: Chief Financial Officer

HUB GROUP FINAL MILE, LLC

By /s/ Todd Heeter
Name: Todd Heeter
Title: Chief Financial Officer

HUB GROUP DEDICATED, LLC

By /s/ Todd Heeter
Name: Todd Heeter
Title: Chief Financial Officer

CHOPTANK TRANSPORT, LLC

By /s/ Todd Heeter
Name: Todd Heeter
Title: Chief Financial Officer

"Administrative Agent, Swingline Lender and a L/C Issuer"

BANK OF MONTREAL, as a L/C Issuer, Swingline Lender and as Administrative Agent

By: /s/ Spencer Andrews
Name: Spencer Andrews
Title: Director

“Lenders”

BANK OF MONTREAL, as a Lender

By: /s/ Spencer Andrews
Name: Spencer Andrews
Title: Director

THE HUNTINGTON NATIONAL BANK, as a Lender

By /s/ Matthew Stanisa
Name: Matthew Stanisa
Title: Vice President

KEYBANK NATIONAL ASSOCIATION, as a Lender

By /s/ Brian P. Fox
Name: Brian P. Fox
Title: Senior Vice President

[Hub Group Inc. – Third Amendment to Credit Agreement]

PNC BANK, NATIONAL ASSOCIATION, as a Lender

By /s/ Shane Johnson
Name: Shane Johnson
Title: Vice President

BANK OF AMERICA, N.A., as a Lender

By /s/ Robert L. Knowles
Name: Robert L. Knowles
Title: Sr. Vice President

[Hub Group Inc. – Third Amendment to Credit Agreement]

Exhibit 10.2

September 14, 2026

Patrick O'Donnell
[*****]
[*****]

Dear Patrick,

Hub Group, Inc. ("the Company") is pleased to confirm the terms under which you will serve in the exempt, full-time position of EVP, Chief Financial Officer, reporting to the Chief Executive Officer. It is understood that you will assume the position of EVP, Chief Financial Officer promptly following completion of the restatement of the Company's audited financial statements for 2023, 2024, and 2025. It is further understood that until you assume this position, you will serve in the exempt, full-time position of Special Advisor and Chief Financial Officer Elect.

This letter summarizes the terms and conditions of your continued employment and supersedes and replaces any prior agreements with the Company.

Your annual salary will be **$650,000** which will be paid in bi-weekly installments and subject to applicable tax and other deductions.

You will be eligible to receive a performance-based bonus. Your target bonus will be **80%** of your annual salary. Bonus payouts are determined based on a combination of factors and will be pro-rated during your first year. To be eligible for any bonus, you must be an active employee and have not tendered your resignation at the time of bonus payout, which typically occurs in the first quarter of the year following the performance year. Hub Group has full discretionary authority to administer the bonus program and reserves the right to change eligibility at any time.

Shortly after assuming the position of EVP, Chief Financial Officer, you will receive a one-time grant of time-based restricted stock with an approximate value of $1,300,000 that vests 1/3 per year over 3 years.

On or about January 2, 2027, you will receive a grant of restricted stock valued at approximately $1,000,000. Fifty percent of this award (valued at approximately $500,000) will consist of time-based restricted stock that vests 1/5 per year over five years. The remaining fifty percent (valued at approximately $500,000) will consist of performance based restricted stock subject to the company's achievement of one or more performance metrics over a 3-year cliff vesting period. You may be eligible to receive additional equity grants in future years at the discretion of the company. All grants are subject to the terms of the Company's long-term incentive plan.

You also will receive the Company's comprehensive benefits package as well as 4 weeks of paid time off.

Employment with the Company is on an "at will" basis, which means that either you or the Company may terminate the employment relationship at any time and for any reason. The Company reserves the right to change the terms and conditions of your employment in the future.

Your execution of this letter will confirm that you: (a) have complied with all obligations owed to your former employers, (b) will continue to comply with such obligations, and (c) have disclosed all agreements and/or other obligations that might contain any limitation or restriction on your ability to be employed by or perform services for the Company.

Sincerely,

/s/ David P. Yeager

David P. Yeager
Chairman and Chief Executive Officer

Accepted:

/s/ Patrick O'Donnell	9-14-26
Patrick O'Donnell	Date

September 14, 2026

Todd Heeter
The Heeter Group, LLC
Via Email

Re: Amendment to Consulting Agreement, dated as of May 27, 2026, by and among The Heeter Group, LLC, Todd Heeter and Hub Group, Inc. (the "Consulting Agreement")

Dear Todd:

Further to our recent discussion, this letter agreement confirms the parties' agreement to amend the Consulting Agreement as set forth herein. Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms under the Consulting Agreement.

(i) Section 1 of the Consulting Agreement is hereby amended to provide that the Term is hereby extended through April 30, 2027, and each reference to the "Term" in the Consulting Agreement shall be deemed to include such extended period.

(ii) Section 2(d)(1) of the Consulting Agreement is hereby amended and restated in its entirety as follows:

"(1) *Consulting Fee*. The Consultant's monthly Consulting Fee shall remain US$125,000 through November 30, 2026, payable on the first day of each month after completing one month of work. Effective December 1, 2026, the Consulting Fee shall be US$175,000 per month, payable in accordance with the payment timing set forth in this Section 2(d)(1)."

(iii) A new Section 2(d)(3) is hereby added to the Consulting Agreement, as follows:

"(3) *Retention Bonus*. The Consultant will be entitled to receive a cash bonus of US$1,250,000 (the "Retention Bonus"), payable in a single lump sum within ten (10) business days after the Company files its Annual Report on Form 10-K for the fiscal year ended December 31, 2025 (including the restated audited consolidated financial statements for the fiscal years ended December 31, 2023, 2024, and 2025) (the "Form 10-K"), provided that (A) the Form 10-K is filed on or before December 31, 2026, and (B) Heeter, in Heeter's capacity as Interim Chief Financial Officer of the Company, has executed any such representations, certifications, acknowledgments, or similar documents in connection with the filing of such Form 10-K as may be required by applicable law, Nasdaq rules, or Securities and Exchange Commission rules or regulations, and/or as reasonably requested by the Company's independent auditor, in each case, as determined by the Audit Committee (the "Audit Committee") of the Board of Directors (the "Board") of the Company. Payment of the Retention Bonus is further subject to (I) the Consultant's continued service through the filing date of the Form 10-K, and (II) the Consultant's and Heeter's continued compliance with this Agreement, including the restrictive covenants in Sections 5, 6, and 7; *provided* that no failure to comply with this Agreement will forfeit, reduce, or delay the Retention Bonus unless (x) the Company has given the Consultant written notice describing the failure in reasonable detail, (y) the failure is a material breach that, if curable, remains uncured thirty (30) days after the Consultant's receipt of such notice, and (z) the failure has been established by a final, non-appealable determination of a court or arbitrator of competent jurisdiction. For the avoidance of doubt, if the conditions set forth above have been satisfied as of the filing date of the Form 10-K, the Retention Bonus shall be fully earned and vested as of such filing date, and the Consultant's resignation or other voluntary termination of services at any time after such filing date shall not reduce, forfeit, delay, or otherwise adversely affect the Consultant's right to receive the Retention Bonus. Nothing in this Section 2(d)(3) requires the Consultant or Heeter to execute any representation, certification, acknowledgment, or similar document that he determines in good faith cannot properly be executed, and no such good-faith determination will constitute a breach of this Agreement or Cause under Section 3(b), or reduce, forfeit, or otherwise adversely affect the Consultant's entitlement to the Retention Bonus. Notwithstanding the foregoing or anything to the contrary set forth in this Agreement, if: (A) before the end of the Term, the Company terminates the Consultant's services other than for Cause under Section 3(b), or removes Heeter from, or otherwise deprives him of, the office, role, or capacity in which he would execute the documents described above or (B) at the Consultant's written request, the Audit Committee makes a good-faith determination that the Retention Bonus was not earned due to circumstances beyond the reasonable control of the Consultant and Heeter, the Consultant shall be entitled to payment of the Retention Bonus, which shall be paid by the Company to the Consultant within ten (10) business days following such termination date or the date of such determination (as applicable). The Audit Committee will make any determination requested under the foregoing clause (B) within thirty (30) days after the Consultant's written request. If the Audit Committee does not make such determination within that period, the Retention Bonus will be paid within ten (10) business days after the end of that period."

(iv) A new Section 2(d)(4) is hereby added to the Consulting Agreement, as follows:

"(4) *Termination Payment*. The Consultant will be entitled to a termination payment (the "Termination Payment") if, before the end of the Term, (A) the Company terminates the Consultant's services other than for Cause under Section 3(b) hereof; or (B) the Form 10-K and the quarterly reports on Form 10-Q for the fiscal quarters ended March 31, 2026 and June 30, 2026 (the "Form 10-Q's") are filed on or before December 31, 2026 and the Consultant voluntarily terminates his services at any time after such Form 10-K and Form 10-Q's have been filed (whether such termination occurs before or after December 31, 2026). In addition, the Consultant will be entitled to the Termination Payment if, at Consultant's written request, the Audit Committee makes a good-faith determination that the Termination Payment was not earned due to circumstances beyond the reasonable control of the Consultant and Heeter. The Audit Committee will make any such determination within thirty (30) days after the Consultant's written request. If the Audit Committee does not make such determination within that period, the Termination Payment will be paid within ten (10) business days after the end of that period. The Termination Payment will equal the sum of (i) US$175,000 for each full calendar month remaining in the Term after the calendar month in which the termination date occurs, plus (ii) for the calendar month in which the termination date occurs, US$175,000 multiplied by a fraction, the numerator of which is the number of days in that month after the termination date and the denominator of which is the number of days in that month. The Termination Payment will be paid in a single lump sum within ten (10) business days after the termination date (or such earlier date as required by applicable law). Payment of the Termination Payment is subject to the Consultant's and Heeter's continued compliance with this Agreement, including the restrictive covenants in Sections 5, 6, and 7; *provided* that no failure to comply will forfeit, reduce, or delay the Termination Payment unless (x) the Company has given the Consultant written notice describing the failure in reasonable detail, (y) the failure is a material breach that, if curable, remains uncured thirty (30) days after the Consultant's receipt of such notice, and (z) the failure has been established by a final, non-appealable determination of a court or arbitrator of competent jurisdiction."

(v) Section 3(b) of the Consulting Agreement is hereby amended to add the following sentence at the end thereof:

"Notwithstanding anything to the contrary in this Section 3(b) or elsewhere in this Agreement, no termination of the Consultant's services for Cause will be effective unless it has been approved by the Audit Committee."

(vi) Section 4 of the Consulting Agreement is hereby deleted in its entirety and replaced with the following:

"**4. Obligations of the Company upon Termination**. Upon a termination of the Consultant's service hereunder, the Company shall have no further payment obligations to the Consultant, his agents, or any of their legal representatives, other than for the payment of a lump sum cash amount, payable to the Consultant within ten (10) business days after the termination date (or such earlier date as required by applicable law), equal to the following: (a) to the extent not previously paid, the portion of the Consulting Fee that has accrued through such termination date, (b) to the extent payable upon such termination in accordance with Section 2(d)(3) hereof, the Retention Bonus, (c) to the extent payable upon such termination in accordance with Section 2(d)(4) hereof, the Termination Payment, *plus* (d) any expense reimbursements accrued and unpaid; provided that nothing in this Section 4 shall limit the Company's continuing obligations under Section 8(o) or Section 8(n), which survive termination in accordance with their terms."

(vii) Section 8(o) of the Consulting Agreement is hereby amended and restated in its entirety as follows:

"(o) *Indemnification and D&O Insurance.* To the fullest extent permitted by applicable law, the Company shall indemnify, defend, and hold harmless the Consultant and Heeter from and against all losses, liabilities, damages, judgments, fines, penalties, amounts paid in settlement, and expenses (including attorneys' fees, costs, and expenses) incurred in connection with any threatened, pending, or completed claim, action, suit, arbitration, inquiry, investigation, or proceeding, whether civil, criminal, administrative, regulatory, or investigative (including any investigation or proceeding by the Securities and Exchange Commission, Nasdaq, or any other governmental or self-regulatory authority), arising out of or relating to the Consultant's or Heeter's service to the Company, including Heeter's service as Interim Chief Financial Officer and the preparation, review, certification, or execution of any representations, certifications, financial statements, or filings in connection therewith. In connection with the foregoing, the Consultant and Heeter shall be entitled to select and retain legal counsel of their own choosing (with such selection subject to the Company's consent, which consent shall not be unreasonably withheld or delayed) to represent them in connection with any such matter, and the Company shall pay the reasonable fees, costs, and expenses of the counsel so selected in the manner set forth herein. The Company shall advance and pay all such reasonable fees, costs, and expenses as and when incurred, within ten (10) business days after the Company's receipt of an invoice or other written statement therefor; provided, however, that any such advance shall be subject to the Consultant or Heeter (as applicable) providing an undertaking (in a form reasonably acceptable to the Company) to repay such advanced amounts if it is ultimately determined by a court of competent jurisdiction in a final, non-appealable judgment that the Consultant or Heeter (as applicable) is not entitled to be indemnified by the Company under this Section 8(o) or applicable law. Consultant and Heeter agree to cooperate with any reasonable request made by the Company or its counsel in connection with any matter for which the Consultant or Heeter is entitled to indemnification hereunder. During the Term and for at least six (6) years thereafter, the Company shall maintain directors' and officers' liability insurance covering the Consultant and Heeter as insured persons on terms (including limits) no less favorable than the coverage the Company maintains for its other directors and officers written or endorsed on a claims-made basis with a tail of not less than six (6) years for claims first made after the Term arising from acts, errors, or omissions occurring during or prior to the Term. Within fifteen (15) days following the date of this letter agreement, the Company shall confirm to the Consultant in writing that Heeter is a covered insured person under its current directors' and officers' liability policy and shall identify the insurer(s), policy period, and applicable limits of liability, and shall provide the policy declarations page or a certificate of insurance upon the Consultant's reasonable request. Notwithstanding Section 8(h) or any other provision of this Agreement, the Company's obligations under this Section 8(o) and Section 8(n) are absolute and will not be subject to, or limited by, the limitation on damages set forth in Section 8(h)."

(viii) Section 8(n) of the Consulting Agreement is hereby deleted in its entirety and replaced with the following:

"(n) *Reimbursement of Consultant's Attorneys' Fees*. The Company shall pay or reimburse the reasonable attorneys' fees and related costs and expenses incurred by the Consultant and/or Heeter in connection with (i) the evaluation, negotiation, documentation, and finalization of this Agreement and any letter agreement or other instrument amending this Agreement, (ii) any future amendment, modification, supplement, or extension of this Agreement, and (iii) any advice regarding the Consultant's or Heeter's rights, obligations, or interests under, arising out of, or relating to this Agreement, up to a maximum of US$45,000 in the aggregate, provided that the Consultant's attorney provides an itemized bill to the Company."

(ix) A new Section 8(p) is hereby added to the Consulting Agreement, as follows:

"(p) *Review of Public Disclosures*. The Company will provide the Consultant with not less than three (3) business days' advance written notice of, and a reasonable opportunity to review and comment on, any public disclosure regarding this letter agreement, the Consulting Agreement, or the Consultant's or Heeter's role, compensation, or service with the Company (including any Form 8-K, proxy statement, Form 10-K, Form 10-Q, or other SEC filing, and any press release) before it is filed, furnished, or issued; *provided* that the Company may file, furnish, or issue such disclosure without prior notice or opportunity to comment if required by applicable law or SEC or Nasdaq rules to do so on an expedited basis, in which case the Company shall provide notice to the Consultant as promptly as practicable after filing, furnishing, or issuance."

(x) Section 8(i) of the Consulting Agreement is hereby amended and restated in its entirety as follows:

"(i) *Survival*. Sections 5 and 6 of this Agreement, the agreement to arbitrate in Section 8(h) of this Agreement, and Sections 8(n), 8(o), and 8(p) of this Agreement shall survive the termination of this Agreement."

(xi) This amendment does not preclude the Company and the Consultant from discussing, and if mutually agreed entering into, alternative or successor arrangements, including a permanent employment relationship, at any time during or after the Term.

The parties hereto each hereby acknowledge and agree that this letter agreement shall amend the Consulting Agreement in accordance with the foregoing, effective as of the date hereof. Except as expressly modified pursuant to this letter agreement, the Consulting Agreement will remain in full force and effect in accordance with its terms. This letter agreement is made part of, and is incorporated into, the Consulting Agreement. The Consulting Agreement, as modified by this letter agreement, constitutes the entire and complete understanding and agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous oral and written agreements, representations, and understandings of the parties hereto with respect to the subject matter hereof. This letter agreement may be executed and delivered electronically and in two or more counterparts.

* * * * *

The parties hereto acknowledge and agree to the terms of this letter agreement and have executed this letter agreement below as of the first date written above

<u>THE COMPANY</u>:

HUB GROUP, INC.

By: /s/ David P. Yeager
Name: David P. Yeager
Title: Chairman and CEO

<u>ACKNOWLEDGED AND AGREED</u>:

TODD HEETER

/s/ Todd Heeter

THE HEETER GROUP, LLC

/s/ Todd Heeter
Name: Todd Heeter

[*Signature Page to Consulting Agreement Amendment*]

Exhibit 99.1

Hub Group Announces Select Preliminary First and Second Quarter 2026 Financial Results and Provides Update on Restatement Process

OAK BROOK, Ill., September 14, 2026 - Hub Group, Inc. (Nasdaq: HUBG) today announced select preliminary, unaudited financial results for the first and second quarters of 2026 and provided an update on the Company's previously disclosed accounting review and ongoing restatement process.

David Yeager, Hub Group's Chairman and Chief Executive Officer said, "Our finance and accounting team remains highly focused on completing the restatement process and becoming current with our financial reporting obligations. At the same time, our broader organization continues to serve our customers, identify growth opportunities, invest in our business and execute against our long-term strategy."

"We are focused on driving growth, profitability and operating cash flows. Our team is executing a new cost reduction program with actions designed to improve yield and enhance efficiencies, and we look forward to providing more detail on these initiatives when we report our final full year 2025 results and restated financials," said Phil Yeager, Hub Group's President and Vice Chairman.

Preliminary First and Second Quarter 2026 Financial Results

The preliminary financial results presented below, including comparisons to prior year periods, reflect management's current estimates based on information available as of the date of this release. These results are unaudited and remain subject to the completion of the restatement of the Company's previously issued financial statements as well as the Company's financial closing procedures and the preparation and review of its consolidated financial statements and related disclosures for fiscal year 2025 and for the first and second quarters of 2026. Accordingly, the Company's final results may differ from the preliminary estimates presented below.

Based on preliminary financial results, revenue trends through the first half of 2026 have been near Company expectations, with consolidated operating revenue expected to be in the range of $1.70 billion to $1.80 billion. However, operating results during the first half of 2026 were negatively impacted by increased costs in fuel, rail and drayage, which negatively impacted Intermodal and Transportation Solutions ("ITS") segment results, while excess capacity in Consolidation and Fulfillment negatively impacted Logistics segment results. Additionally, operating results were negatively impacted by incremental costs related to the accounting review and restatement work. The Company is not providing a range of operating income or loss due to ongoing financial closing procedures but does anticipate reporting an operating loss for the first half of 2026 before the impact of one-time charges.

In addition to its previously communicated cost reduction program, beginning in the second quarter of 2026 the Company initiated a new efficiency program with incremental initiatives focused on yield management across all services, consolidation of warehousing space, productivity enhancements with drivers and warehouse team members, targeted cost reductions and enhanced order to cash processes.

ITS revenue performance benefited from relatively stable volume trends and tightening market capacity conditions during the first half of 2026 that supported over-the-road conversion opportunities and pricing momentum, while segment operating results for the same period were negatively impacted by higher fuel, rail and drayage costs incurred prior to rate increases implemented beginning in the third quarter of 2026.

Logistics revenue performance benefitted from new business for Final Mile, while Managed Transportation experienced modest revenue declines due to lower customer activity in the first half of 2026. Brokerage revenue and volume declined as the Company focused on improving profitability, and Consolidation and Fulfillment revenue was negatively impacted by select customer attrition compared to the prior year period. The Company expects Logistics segment operating results in the first half of 2026 will be negatively impacted by pressures resulting from excess capacity in Consolidation and Fulfillment.

As of June 30, 2026, Hub Group had cash and cash equivalents of approximately $132 million and restricted cash of approximately $28 million. Debt at June 30, 2026 totaled approximately $198 million, which after giving effect to cash and cash equivalents of approximately $132 million, resulted in net debt of approximately $66 million. Capital expenditures for the six months ended June 30, 2026 are estimated to be approximately $12 million including investments in equipment and technology. In August 2026, the Company borrowed $75 million under its $450 million revolving credit facility.

Full Year 2026 Outlook

For full year 2026, the Company estimates consolidated operating revenue of approximately $3.6 to $3.8 billion and capital expenditures of approximately $40 million to $50 million.

Credit Agreement Amendment

On September 11, 2026, the Company amended its revolving credit agreement. The amendment extends the deadline for delivery to the lenders of the Company’s audited annual financial statements for the year ended December 31, 2025 and its unaudited quarterly financial statements for the quarterly periods ended March 31, 2026, June 30, 2026 and September 30, 2026 to November 30, 2026. The amendment also provides that costs and expenses incurred on or prior to December 31, 2026 in connection with the accounting review and restatement process may be added back in the calculation of EBITDA for purposes of the Company’s financial covenants.

Restatement and Financial Reporting Update

Hub Group continues to work diligently to complete the restatement of its previously issued financial statements for the years ended December 31, 2024 and 2023 and the quarterly periods ended March 31, 2025, June 30, 2025 and September 30, 2025, and to file its Form 10-K for the year ended December 31, 2025, which will include results for the year ended December 31, 2025, which have not been previously issued, and restated results for the fiscal years ended December 31, 2024 and 2023, as well as its Forms 10-Q for the quarterly periods ended March 31, 2026 and June 30, 2026.

The Nasdaq Stock Market LLC (“Nasdaq”) granted the Company an exception through September 14, 2026 to file its Form 10-K for the year ended December 31, 2025 and Forms 10-Q for the quarterly periods ended March 31, 2026 and June 30, 2026 with the Securities and Exchange Commission and regain compliance with Nasdaq Listing Rule 5250(c)(1). The Company has determined that it needs additional time to complete the restatements and related audits of its financial statements and expects to complete such filings in the fourth quarter of 2026.

As a result, the Company expects to receive a Staff Delisting Determination letter from the Listing Qualifications Department of Nasdaq notifying the Company that its Class A common stock will be delisted. Importantly, receipt of this notification will not immediately result in the suspension of trading or delisting of the Company’s Class A common stock. The Company intends to timely request a hearing before the Nasdaq Hearings Panel to appeal the determination within seven calendar days from receipt of any determination. The submission of this request would automatically stay any suspension or delisting action for 15 calendar days from the date of the request. It is further anticipated that in connection with the request for a hearing, the Company will seek a further stay of any suspension or delisting action pending the hearing process. Hearings are typically scheduled to occur approximately 30 to 45 days after the date of a company's hearing request. While there can be no assurances, the Company expects that the Company's Class A common stock will continue to trade on the Nasdaq Global Select Market during the hearing process. In addition, the Company expects to present to the Nasdaq Hearings Panel a compelling plan to regain full compliance with Nasdaq's continued listing requirements and to secure sufficient time to execute such plan.

Preliminary Financial Results

The financial results for the first and second quarters of 2026 contained in this press release are preliminary and unaudited and represent management's estimates based on information available as of the date of this release. The Company has not completed the restatement of its previously issued financial statements, nor its financial closing procedures for the periods presented, and the preliminary financial results are subject to adjustments that may result from the completion of those procedures, the ongoing restatement process and the preparation and review of the Company's consolidated financial statements and related disclosures.

The preliminary financial results presented in this release are not a comprehensive statement of the Company's financial results for the periods presented and should not be viewed as a substitute for complete financial statements prepared in accordance with accounting principles generally accepted in the United States. The Company's actual results may differ materially from these preliminary estimates, and additional adjustments may be identified as the Company completes its financial reporting and restatement processes.

Certain Forward-Looking Statements

Statements in this press release that are not historical facts are forward-looking statements, provided pursuant to the safe harbor established under the Private Securities Litigation Reform Act of 1995, including statements regarding Hub Group's expectations of its financial results and business performance for the first half of 2026 and first and second quarters of 2026, the effect of Hub Group's actions to drive growth, profitability and operating cash flows, improve yield, and enhance efficiency, Hub Group's growth potential, the timing of the restatement of the Company's financial statements for the impacted periods and the filing of its Form 10-K for the year ended December 31, 2025 and its Forms 10-Q for the quarterly periods ended March 31, 2026 and June 30, 2026, the Company's estimated consolidated revenue and capital expenditures for full year 2026, the outcome of the Company's anticipated request to Nasdaq for a stay from the suspension and delisting of its Class A common stock and its appeal to the Nasdaq Hearings Panel, and any other statements regarding Hub Group's future expectations, beliefs, plans, objectives, financial conditions, assumptions or future events or performance that are not historical facts.

These forward-looking statements are not guarantees of future performance and involve risks, uncertainties and other factors that might cause the actual performance of Hub Group to differ materially from those expressed or implied by such forward-looking statements. These risks and uncertainties include, but are not limited to: the Company's ability to complete the previously-announced restatement of its financial statements and regain compliance with Nasdaq's listing rules; unanticipated delays that prevent the filing of the Company's delinquent periodic reports in the fourth quarter of 2026; the impact that the restatement process and further delays in the financial close process or the related audit may have on Hub Group's business, financial condition and results of operations; the risk that the Company's request to Nasdaq for a stay from suspension or delisting will not be granted or that its plan to regain compliance with Nasdaq's continued listing requirements will not be accepted by the Nasdaq Hearing Panel or, if accepted, will not allow for sufficient time for the Company to regain compliance, the Company's ability to maintain compliance with the covenants in its revolving credit agreement, and other risks discussed under the "Risk Factors" section in Hub Group's most recently filed periodic reports on Form 10-K and Form 10-Q and subsequent filings.

These forward-looking statements speak only as of the date hereof and Hub Group assumes no obligation to update any such forward-looking statements.

About Hub Group

Hub Group offers comprehensive transportation and logistics management solutions. Keeping our customers' needs in focus, Hub Group designs, continually optimizes, and applies industry-leading technology to our customers' supply chains for better service, greater efficiency, and total visibility. As an award-winning, publicly traded company (Nasdaq: HUBG), our approximately 6,000 employees and drivers across the globe are always in pursuit of "The Way Ahead" – a commitment to service, integrity and innovation. For more information, visit hubgroup.com.

CONTACT: Garrett Holland, InvestorRelations@hubgroup.com

Exhibit 99.2

Hub Group Announces Leadership Changes

David Yeager Returning to Chairman and Chief Executive Officer Role;
Phillip Yeager Continuing as President and Vice Chairman

Patrick O'Donnell Appointed as Chief Financial Officer

OAK BROOK, Ill., September 14, 2026 - Hub Group, Inc. (Nasdaq: HUBG) today announced that, effective today, Executive Chairman David Yeager is returning to the Chairman and Chief Executive Officer role, with Phillip Yeager continuing to serve as President and Vice Chairman. The Company also today announced the appointment of Patrick O'Donnell as Chief Financial Officer, effective following the filing of the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2025.

"Hub Group was founded by the Yeager family more than 55 years ago with a commitment to service, integrity and innovation," said David Yeager, Hub Group's Chairman and Chief Executive Officer. "I am confident that this leadership team will help drive the business forward into its next phase of growth. I look forward to partnering with Phil and Pat to deliver excellent results for our shareholders, customers and team members."

"Our team remains focused on fueling the company's success for another five decades and beyond," said Phil Yeager, Hub Group's President and Vice Chairman. "I look forward to working with Dave, Pat and the rest of the management team to execute on our strategy, innovate for our customers and enhance value for our shareholders."

Patrick O'Donnell has joined Hub Group as a special advisor and Chief Financial Officer-Elect. Following the completion of the Company's previously announced financial restatement process and the issuance of the Company's financial statements for fiscal year 2025, Mr. O'Donnell will assume the role of Chief Financial Officer.

Todd Heeter will continue to serve as Interim Chief Financial Officer, leading efforts to complete the financial restatements.

"We are excited to have Pat join the Hub Group team as the company's next CFO and are confident he is the right leader for our finance organization," David Yeager added. "He brings over 20 years of experience in finance and accounting and a proven track record of strengthening financial and operating discipline, driving process improvements and building high-performing teams. Pat's expertise across public company finance, strategic planning and capital allocation will be invaluable as we continue executing our strategy to drive growth, improve profitability and enhance cash flow generation. I also want to thank Todd for his continued leadership and support as Pat transitions into the CFO role."

Mr. O'Donnell is an experienced public company finance and accounting executive with a robust skillset spanning financial strategy and enterprise performance, capital allocation, mergers and acquisitions and public company financial reporting. Prior to joining Hub Group, he spent over eight years in finance and accounting roles at TreeHouse Foods, most recently serving as Executive Vice President and Chief Financial Officer for three years. Previously, Mr. O'Donnell spent nearly 15 years at PricewaterhouseCoopers in roles across the audit and assurance division. He is a graduate of Marquette University.

Certain Forward-Looking Statements

Statements in this press release that are not historical facts are forward-looking statements, provided pursuant to the safe harbor established under the Private Securities Litigation Reform Act of 1995, including statements regarding the Company's future performance and long-term growth potential, its strategy to drive growth, improve profitability and enhance cash flow generation, and any other statements regarding Hub Group's future expectations, beliefs, plans, objectives, financial conditions, assumptions or future events or performance that are not historical facts.

These forward-looking statements are not guarantees of future performance and involve risks, uncertainties and other factors that might cause the actual performance of Hub Group to differ materially from those expressed or implied by such forward-looking statements. These risks and uncertainties include the Company's ability to complete the previously-announced restatement of its financial statements and regain compliance with Nasdaq's listing rules; the impact that the restatement process and further delays in the financial close process or the related audit may have on Hub Group's business, financial condition and results of operations; and other risks discussed under the "Risk Factors" section in Hub Group's most recently filed periodic reports on Form 10-K and Form 10-Q and subsequent filings.

These forward-looking statements speak only as of the date hereof and Hub Group assumes no obligation to update any such forward-looking statements.

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CONTACT: Garrett Holland, InvestorRelations@hubgroup.com